



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing City Manager to Execute Professional Services Agreement with RMC Water and Environment, of Walnut Creek, to Prepare 2010 Urban Water Management Plan Update (\$65,400) and Appropriating Funds (\$12,000)

MEETING DATE: December 15, 2010

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution authorizing City Manager to execute professional services agreement with RMC Water and Environment to prepare 2010 Urban Water Management Plan Update in the amount of \$65,400 and appropriating funds in the amount of \$12,000.

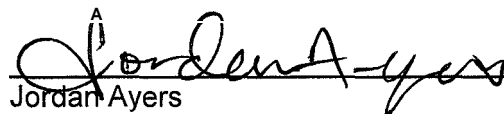
BACKGROUND INFORMATION: State law requires the Urban Water Management Plan (UWMP) be updated by all water suppliers every five years. The City Council adopted the current UWMP on March 15, 2006. In November 2009, the State enacted SB x7-7 which requires water suppliers to increase efficiency and water conservation. Because of these changes, the State released updated guidelines on October 1, 2010 with the methodologies for calculating these water-reduction targets. The due date for the submittal of the adopted 2010 UWMP Update was extended to July 1, 2011.

An optional task was included in the agreement with RMC to complete a Feasibility Evaluation of a small non-potable water distribution system for the Century Boulevard area. Non-potable water from the Woodbridge Irrigation District (WID) canal would be used for irrigation of landscape or park areas east of the WID canal. This feasibility study will include evaluation of potential benefits to the City. The current budget includes \$55,000 in the Water Fund for this work; therefore staff is requesting an additional appropriation of \$12,000 from the Water Fund to cover project costs and contingencies.

FISCAL IMPACT: By maintaining a current UWMP in accordance with State requirements, the City will remain eligible for grant funding.

FUNDING AVAILABLE:

<u>Budgeted FY 2010/11</u>	
Water Production (180453)	\$35,000
Water Distribution (180456)	\$20,000
<u>Requested Appropriation</u>	
Water Fund (180)	<u>\$12,000</u>
	\$77,000


Jordan Ayers
Deputy City Manager/Internal Services Director


F. Wally Sandelin
Public Works Director

Prepared by: Kathryn Garcia, Compliance Engineer
FWS/KMG/pmf
cc: Charles Swimley, Deputy Public Works Director - Utilities

APPROVED:


Konradt Bartlam, City Manager

AGREEMENT FOR PROFESSIONAL SERVICES

ARTICLE 1 PARTIES AND PURPOSE

Section 1.1 Parties

THIS AGREEMENT is entered into on _____, 2010, by and between the CITY OF LODI, a municipal corporation (hereinafter "CITY"), and RMC Water & Environment (hereinafter "CONSULTANT").

Section 1.2 Purpose

CITY selected the CONSULTANT to provide the services required in accordance with attached Scope of Services, Exhibit A, attached and incorporated by this reference.

CITY wishes to enter into an agreement with CONSULTANT to prepare the 2010 Urban Water Management Plan Update (hereinafter "Project") as set forth in the Scope of Services attached here as Exhibit A. CONSULTANT acknowledges that it is qualified to provide such services to CITY.

ARTICLE 2 SCOPE OF _____ §

Section 2.1 Scope of Services

CONSULTANT, for the benefit and at the direction of CITY, shall perform the Scope of Services as set forth in Exhibit A.

Section 2.2 Time For Commencement and Completion of Work

CONSULTANT shall commence work pursuant to this Agreement, upon receipt of a written notice to proceed from CITY and shall perform all services diligently and complete work under this Agreement based on a mutually agreed upon timeline or as otherwise designated in the Scope of Services.

CONSULTANT shall submit to CITY such reports, diagrams, drawings and other work products as may be designated in the Scope of Services.

CONSULTANT shall not be responsible for delays caused by the failure of CITY staff to provide required data or review documents within the appropriate time frames. The review time by CITY and any other agencies involved in the project shall not be counted against CONSULTANT's contract performance period. Also, any delays due to weather, vandalism, acts of God, etc., shall not be counted. CONSULTANT shall remain in contact with reviewing agencies and make all efforts to review and return all comments.

Section 2.3 Meetings

CONSULTANT shall attend meetings as may be set forth in the Scope of Services.

Section 2.4 Staffing

CONSULTANT acknowledges that CITY has relied on CONSULTANT's capabilities and on the qualifications of CONSULTANT's principals and staff as identified in its proposal to CITY. The Scope of Services shall be performed by CONSULTANT, unless agreed to otherwise by CITY in writing. CITY shall be notified by CONSULTANT of any change of Project Manager and CITY is granted the right of approval of all original, additional and replacement personnel at CITY's sole discretion and shall be notified by CONSULTANT of any changes of CONSULTANT's project staff prior to any change.

CONSULTANT represents it is prepared to and can perform all services within the Scope of Services (Exhibit A) and is prepared to and can perform all services specified therein. CONSULTANT represents that it has, or will have at the time this Agreement is executed, all licenses, permits, qualifications, insurance and approvals of whatsoever nature are legally required for CONSULTANT to practice its profession, and that CONSULTANT shall, at its own cost and expense, keep in effect during the life of this Agreement all such licenses, permits, qualifications, insurance and approvals, and shall indemnify, defend and hold harmless CITY against any costs associated with such licenses, permits, qualifications, insurance and approvals which may be imposed against CITY under this Agreement.

Section 2.5 Subcontracts

Unless prior written approval of CITY is obtained, CONSULTANT shall not enter into any subcontract with any other party for purposes of providing any work or services covered by this Agreement.

ARTICLE 3 COMPENSATION

Section 3.1 Compensation

CONSULTANT's compensation for all work under this Agreement shall conform to the provisions of the Fee Proposal, attached hereto as Exhibit B and incorporated by this reference.

CONSULTANT shall not undertake any work beyond the scope of this Agreement unless such additional work is approved in advance and in writing by CITY.

Section 3.2 Method of Payment

CONSULTANT shall submit invoices for completed work on a monthly basis, or as otherwise agreed, providing, without limitation, details as to amount of hours, individual performing said work, hourly rate, and indicating to what aspect of the Scope of Services said work is attributable. CONSULTANT's compensation for all work under this Agreement shall not exceed the amount of the Fee Proposal.

Section 3.3 Costs

The Fee Proposal shall include all reimbursable costs required for the performance of the Scope of Services. Payment of additional reimbursable costs considered to be over and above those inherent in the original Scope of Services shall be approved in advanced and in writing, by CITY.

Section 3.4 Auditing

CITY reserves the right to periodically audit all charges made by CONSULTANT to CITY for services under this Agreement. Upon request, CONSULTANT agrees to furnish CITY, or a designated representative, with necessary information and assistance needed to conduct such an audit.

CONSULTANT agrees that CITY or its delegate will have the right to review, obtain and copy all records pertaining to performance of this Agreement. CONSULTANT agrees to provide CITY or its delegate with any relevant information requested and shall permit CITY or its delegate access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material that may be relevant to a matter under investigation for the purpose of determining compliance with this requirement. CONSULTANT further agrees to maintain such records for a period of three (3) years after final payment under this Agreement.

ARTICLE 4 MISCELLANEOUS PROVISIONS

Section 4.1 Nondiscrimination

In performing services under this Agreement, CONSULTANT shall not discriminate in the employment of its employees or in the engagement of any sub consultant on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, ancestry, age, or any other criteria prohibited by law.

Section 4.2 ADA Compliance

In performing services under this Agreement, CONSULTANT shall comply with the Americans with Disabilities Act (ADA) of 1990, and all amendments thereto, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Sec 4. Indemnification and Responsibility for Damage

CONSULTANT to the fullest extent permitted by law, shall indemnify and hold harmless CITY, its elected and appointed officials, directors, officers, employees and volunteers from and against any claims, damages, losses, and expenses (including reasonable attorney's fees), arising out of performance of the services to be performed under this Agreement, provided that any such claim, damage, loss, or expense is caused by the negligent acts, errors or omissions of CONSULTANT, any subcontractor employed directly by CONSULTANT, anyone directly or indirectly employed by any of them, or anyone for whose acts they may be liable, except those injuries or damages arising out of the active negligence of the City of Lodi or its officers or agents.

Section 4.4 No Personal Liability

Neither the City Council, nor any other officer or authorized assistant or agent or City employee shall be personally responsible for any liability arising under this Agreement.

Section 4.5 Responsibility of CITY

CITY shall not be held responsible for the care or protection of any material or parts of the work described in the Scope of Services prior to final acceptance by CITY, except as expressly provided herein.

Section 4.6 Insurance Requirements for CONSULTANT

CONSULTANT shall take out and maintain during the life of this Agreement, insurance coverage as set forth in Exhibit C attached hereto and incorporated by this reference.

Section 4.7 Successors and Assigns

CITY and CONSULTANT each bind themselves, their partners, successors, assigns, and legal representatives to this Agreement without the written consent of the others. CONSULTANT shall not assign or transfer any interest in this Agreement without the prior written consent of CITY. Consent to any such transfer shall be at the sole discretion of CITY

Section 4.8 Notices

Any notice required to be given by the terms of this Agreement shall be in writing signed by an authorized representative of the sender and shall be deemed to have been

given when the same is personally served or upon receipt by express or overnight delivery, postage prepaid, or three (3) days from the time of mailing if sent by first class or certified mail, postage prepaid, addressed to the respective parties as follows:

To CITY: City of Lodi
221 West Pine Street
P.O. Box 3006
Lodi, CA 95241-1910

To CONSULTANT: RMC Water & Environment
980 9th Street, 16th Floor
Sacramento CA 95814

Section 4.09 Cooperation of CITY

CITY shall cooperate fully and in a timely manner in providing relevant information it has at its disposal relevant to the Scope of Services.

Section 4.10 CONSULTANT is Not an Employee of CITY

CONSULTANT agrees that in undertaking the duties to be performed under this Agreement, it shall act as an independent contractor for and on behalf of CITY and not an employee of CITY. CITY shall not direct the work and means for accomplishment of the services and work to be performed hereunder. CITY, however, retains the right to require that work performed by CONSULTANT meet specific standards without regard to the manner and means of accomplishment thereof.

Section 4.11 Termination

CITY may terminate this Agreement, with or without cause, by giving CONSULTANT at least ten (10) days written notice. Where phases are anticipated within the Scope of Services, at which an intermediate decision is required concerning whether to proceed further, CITY may terminate at the conclusion of any such phase. Upon termination, CONSULTANT shall be entitled to payment as set forth in the attached Exhibit B to the extent that the work has been performed. Upon termination, CONSULTANT shall immediately suspend all work on the Project and deliver any documents or work in progress to CITY. However, CITY shall assume no liability for costs, expenses or lost profits resulting from services not completed or for contracts entered into by CONSULTANT with third parties in reliance upon this Agreement.

Section 4.12 Confidentiality

CONSULTANT agrees to maintain confidentiality of all work and work products produced under this Agreement, except to the extent otherwise required by law or permitted in writing by CITY. CITY agrees to maintain confidentiality of any documents owned by CONSULTANT and clearly marked by CONSULTANT as "Confidential" or

"Proprietary", except to the extent otherwise required by law or permitted in writing by CONSULTANT. CONSULTANT acknowledges that CITY is subject to the California Public Records Act.

Section 4.13 Applicable Law, Jurisdiction, Severability, and Attorney's Fees

This Agreement shall be governed by the laws of the State of California. Jurisdiction of litigation arising from this Agreement shall be venued with the San Joaquin County Superior Court. If any part of this Agreement is found to conflict with applicable laws, such part shall be inoperative, null, and void insofar as it is in conflict with said laws, but the remainder of this Agreement shall be in force and effect. In the event any dispute between the parties arises under or regarding this Agreement, the prevailing party in any litigation of the dispute shall be entitled to reasonable attorney's fees from the party who does not prevail as determined by the San Joaquin County Superior Court.

Section 4.14 City Business License Requirement

CONSULTANT acknowledges that Lodi Municipal Code Section 3.01.020 requires CONSULTANT to have a city business license and CONSULTANT agrees to secure such license and pay the appropriate fees prior to performing any work hereunder.

Section 4.15 Captions

The captions of the sections and subsections of this Agreement are for convenience only and shall not be deemed to be relevant in resolving any question or interpretation or intent hereunder.

Section 4.16 Integration and Modification

This Agreement represents the entire understanding of CITY and CONSULTANT as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder. This Agreement may not be modified or altered except in writing, signed by both parties.

Section 4.17 Contract Terms Prevail

All exhibits and this Agreement are intended to be construed as a single document. Should any inconsistency occur between the specific terms of this Agreement and the attached exhibits, the terms of this Agreement shall prevail.

Section 4.18 Severability

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

Section 4.19 Ownership of Documents

All documents, photographs, reports, analyses, audits, computer media, or other material documents or data, and working papers, whether or not in final form, which have been obtained or prepared under this Agreement, shall be deemed the property of CITY. Upon CITY's request, CONSULTANT shall allow CITY to inspect all such documents during CONSULTANT's regular business hours. Upon termination or completion of services under this Agreement, all information collected, work product and documents shall be delivered by CONSULTANT to CITY within ten (10) calendar days.

CITY agrees to indemnify, defend and hold CONSULTANT harmless from any liability resulting from CITY's use of such documents for any purpose other than the purpose for which they were intended.

Section 4.20 Authority

The undersigned hereby represent and warrant that they are authorized by the parties to execute this Agreement.

IN WITNESS WHEREOF, CITY and CONSULTANT have executed this Agreement as of the date first above written.

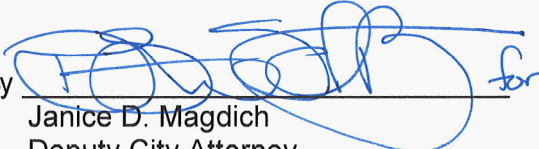
CITY OF LODI, a municipal corporation

ATTEST:

By _____
RANDI JOHL
CITY CLERK

By _____
KONRADT BARTLAM
CITY MANAGER

APPROVED AS TO FORM:
D. STEPHEN SCHWABAUER, City Attorney

By  _____
Janice D. Magdich
Deputy City Attorney

By: _____

Its: _____

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Proposal

Exhibit C – Insurance Requirements

Scope of Services

City of Lodi 2010 Urban Water Management Plan

The California Department of Water Resources (DWR) provides urban water management planning services to local and regional urban water suppliers. In 1983, the Urban Water Management Planning (UWMP) Act was passed, requiring every urban water supplier that provides water to 3,000 or more customers, or provides over 3,000 acre-feet per year of water, to prepare an Urban Water Management Plan (UWMP). These plans are prepared every five years and are submitted to DWR for review for compliance with the UWMP Act.

The next cycle of UWMPs are due per the UWMP Act by December 31, 2010, however, this deadline has been extended to July 1, 2011 as a result of recent state legislation. It is anticipated the 2010 UWMP Guidebook will be available in late 2010. Until this time, the exact required contents of the 2010 UWMPs is not known, however recent conversations with DWR staff plus review of both recent and pending legislation has provided RMC with an approximate outline of the required contents. Therefore, using this information, RMC proposes the following scope of work to achieve the project objectives:

- Reformat the 2005 UWMP framework to the 2010 UWMP framework.
- Update the supply and demand analysis from the 2005 UWMP to 2010.
- Compile and, where necessary, develop information to fulfill data reporting requirements.
- Meet Senate Bill 7 needs by developing urban water use targets and demand management measures.
- Provide appropriate analysis and discussion regarding potentially sensitive topics.
- Assist the City with public meetings and City Council adoption.
- Complete the Administrative Draft UWMP in early 2011 so that the public review period can be completed in May 2011 and the City Council can adopt the UWMP at the end of June 2011.
- Submit the UWMP to DWR before July 1, 2011.

Tasks required to meet these project objectives are described below. However, it is important to note that the exact scope of work required to complete the 2010 UWMP will not be known until DWR releases the guidelines at the end of 2010.

In addition to the tasks required to complete and submit a UWMP to the State, an optional task is included (Task 10). Purpose of this task is to prepare a feasibility evaluation for a small purple pipe distribution system.

Task 1: Data Collection & Review

RMC will review the 2005 UWMP and other related documents prepared since the 2005 UWMP was completed in order to clarify the work completed to date and identify remaining work and data needs. Once the 2010 UWMP Guidelines are released by DWR in late 2010, RMC will prepare a table of additional information needed. Following review of the table by City staff, a final summary table will be prepared and used as a checklist to confirm the work remaining and where assistance from City staff will be required. RMC assumes that the City water quality, water supply and facilities, distribution, and

conservation staff will be able to provide requested information with regard to current and future plans within two weeks of RMC's requests.

Task 1 Deliverables:

- *Draft and final version of summary table*

Task 2: Demand Analysis

RMC will compare demand projections presented in various reports and update the most appropriate demand projections for current and projected economic conditions. RMC anticipates that water demands have not been updated for the City of Lodi since the 2005 UWMP and that these demands will require updating. In addition, RMC will develop a baseline water use in gallons per capita day (GPCD), which will be required for Task 5, and demand projections for a twenty year timeframe (2010 through 2030). RMC will prepare a summary describing current and future water demands and provide it to the City for review. Based on the City's comments, RMC will include the revised document as a section in the 2010 UWMP.

Task 2 Deliverables:

- *Draft and final summary of demand analysis*

Task 3: Water Supply Analysis

Currently, the City of Lodi relies solely on groundwater for water supply. Existing water supplies and contracts will be confirmed and constraints on these supplies will be identified. Specifically, RMC will ascertain the status of the surface water use via the City's contract with Woodbridge Irrigation District, and contact the Groundwater Banking Authority to determine if there has been any new information regarding the safe yield of the underlying groundwater basin. The amount of future groundwater, surface water, and recycled water supplies will be estimated in conjunction with City staff based on existing information and studies,

Also as part of this task, RMC will conduct a water supply analysis, comparing estimated supply and demands over the projected 20 years period assuming normal year, single dry year and multiple dry year scenarios. RMC will summarize the results of the water supply analysis for inclusion in the 2010 UWMP, and provide a draft section to the City for review. RMC will include the revised section in the public draft UWMP final document.

Task 3 Deliverables:

- *Draft and final water supply summary*

Task 4: Planned and Potential Water Supply Projects

At the time of the 2005 UWMP, the City did not have any approved construction documents for additional water supply projects. Since then a Surface Water Treatment Plant (SWTP) has moved into the design phase and is planned to be implemented in 2014. As part of Task 4, RMC will identify other potential water supply projects that the City can implement as demands increase. RMC will explore all water supply opportunities including, but not limited to:

1. Groundwater
2. Recycled water
3. Desalinated water
4. Surface water
5. Conservation

RMC will prepare a summary of the planned and potential water supply projects identified and provide it to the City for review. Based on the City's comments, RMC will include the revised summary the 2010 UWMP.

Task 4 Deliverables:

- *Draft and final summary of planned and potential water supply projects*

Task 5: Demand Management Measures / GPCD Targets

RMC will review the Demand Management Measures (DMMs) that were included in the 2005 UWMP and update the status of each, as necessary. There are 14 DMMs and the City was compliant with 12 of them. The other 2, DMM 4 - Metering with Commodity Rates for all New Connection and Retrofit of Existing Connections and DMM 11 - Conservation Pricing, were in progress. RMC will update the status of these remaining DMMs. RMC will rely on City staff for specific data, such as the number of low flow shower kits provided to the public or the number of water audits conducted each year.

In addition to implementing the DMMs and/or describing how the City will do so, the City must also be compliant with the provisions of Senate Bill 7 (SB7). SB7 is bill that was passed in November 2009 with the goal of reducing California's urban per capita water use by 20% by December 31, 2020 with an incremental goal of reducing per capita water use by 10% by December 31, 2015. SB7 requires each urban water supply to develop urban water use target and an interim urban water use target in accordance with specified requirements. These water use targets must be developed and included in the City's 2010 UWMP. Therefore, as part of Task 5, RMC will develop urban water supply use targets in GPCD, based on the baseline usage as prepared in Task 2 – Demand Analysis.

RMC will prepare a summary of the status of each of the DMMs described in the 2005 UWMP, as well as urban water supply use targets for the City. The summary will also include the basis for determining the water use targets for the City. The summary materials will be provided to the City for review, with the revised section included as part of the 2010 UWMP.

Task 5 Deliverables:

- *Draft and final summary of DMMs*
- *Draft and final GPCD interim and final targets*

Task 6: Water Shortage Contingency Plan

The 2005 UWMP identified short- and long-term shortfalls that would be supplied with recycled water. Based on a recently completed Recycled Water Master Plan, recycled water does not appear to be a reliable supply to meet the identified water gaps, specifically the 2015 shortfall. RMC anticipates that the

demand analysis conducted under Task 2 will show that the shortfall may be pushed further into the future as a result of the recent economic downturn; however, re-evaluation of potential shortfalls will be required. In addition, the water shortage contingency plan requires updating. RMC will therefore work with City staff to update the Water Shortage Contingency Plan as appropriate and to identify potential supply sources to meet projected shortfalls.

Task 6 Deliverables:

- *Draft and final Water Shortage Contingency Plan update*

Task 7: Plan Preparation and Submittal

Task 7 consists of the compilation of work completed in Tasks 1 through 6 into an updated WWMP. An Administrative Draft UWMP will be provided to the City for review and to DWR for a completeness review. RMC will incorporate the City's and DWR's comments into the Draft UWMP and provide a Final Draft UWMP to the City for final review. Following completion the Final 2010 UWMP, RMC will coordinate with the City for adoption of the plan and submittal DWR no later than July 1, 2011.

Task 7 Deliverables:

- *Administrative Draft UWMP (10 copies) for City review and DWR completeness review*
- ***Final** Draft UWMP (15 copies) for public review and public hearing*
- *Final UWMP (20 copies) for City Council adoption and submission to DWR*

Task 8: Public Outreach

Both the UWMP Act and Senate Bill 7 require public outreach. We assume that the City will use the City website and bill stuffers to alert the public that the UWMP is being prepared and invite input. RMC will present the UWMP information at a shirtsleeve Council meeting and also at a regular City Council meeting. RMC will prepare any necessary meeting materials such as handouts, posters, and presentations.

The City may want to reach out to key stakeholders to gather their input on SB7 goals. RMC will provide input into the key stakeholder list. RMC assumes that if meetings are held with the City and key stakeholders, RMC will not attend.

Task 8 Deliverables:

- *Input into key stakeholder list*
- *Public presentation of UWMP*
- *Meeting materials such as handouts, presentations, and posters*

Task 9: Project Management and QA/QC

This task includes ongoing communication and cooperation between RMC and City staff, as well as RMC team members. This will ensure the project is completed in a timely fashion and within the budget presented. Items covered under this task include a kickoff meeting and regular progress meetings/conference calls; on-going coordination with City staff; coordination with other agencies, as necessary, such as DWR and the Woodbridge Irrigation District; and monthly progress reporting and

invoicing. RMC has a Quality Assurance / Quality Control (QA/QC) program that will be used throughout the entirety of the project to ensure quality work products are presented to the City and ultimately to DWR.

Task 9 Deliverables:

- Kickoff meeting agenda and minutes
- Requests for information
- Monthly progress reports and invoices
- Meeting agenda and minutes from progress meetings/discussions/conference calls

Task 10 (Optional): Non-Potable Water Small Distribution System Feasibility Evaluation

RMC will evaluate the feasibility and benefits of a new non-potable water distribution system providing raw water from the WID canal to irrigation customers east of the WID canal along Century Boulevard. The distribution system would be evaluated with the intention of connecting it to a future recycled water supply. RMC will evaluate anticipated demands on the system and provide recommendations for pipeline sizing and intake facilities. Recommendations for the connection to the potable water system to provide supply while the WID canal is out of service will be provided. RMC will provide an estimate of capital costs for the proposed system and will summarize and quantify, where possible, benefits to the City such as lower power demands and lower chemical demands at the water treatment plant. The results of this task will be summarized in a Technical Memorandum. The figure below shows the distribution system to be evaluated and the potential irrigation customers.



Task 10 Deliverables:

- Draft and Final Feasibility Study Technical Memorandum

Attachment B



**RMC Water and Environment
2011 Standard Billing Rates**

Employee Classifications	Hourly Billing Rate
Principal Project Manager 3	\$255
Principal Project Manager 2	\$245
Principal Project Manager 1	\$235
Sr Project Manager 3	\$225
Sr Project Manager 2	\$220
Sr Project Manager 1	\$215
Project Manager 3	\$205
Project Manager 2	\$200
Project Manager 1	\$195
Project Engineer 3	\$185
Project Engineer 2	\$175
Project Engineer 1	\$160
Environmental Planner/Scientist 3	\$175
Environmental Planner/Scientist 2	\$165
Environmental Planner/Scientist 1	\$155
Assistant Professional	\$130
Sr. CAD Designer	\$140
CAD Designer	\$125
Sr. Graphic Designer/Artist	\$125
Graphic Designer/Artist	\$115
Sr. Project Accountant	\$120
Project Accountant	\$110
Sr. Project Administrator	\$105
Project Administrator	\$95
Expert Witness	Rate x 2.0
Other Direct Costs	Cost + 10%
Subconsultants	Cost + 10%

The individual hourly rates include salary, overhead and profit. Other direct costs (ODCs) such as reproduction, delivery, mileage (rates will be those allowed by current IRS guidelines), and travel expenses will be billed at actual cost plus 10%. RMC reserves the right to adjust its hourly rate structure and ODC markup at the beginning of the calendar year for all ongoing contracts.



City of Lodi
2010 Urban Water Management Plan

Fee Estimate

Tasks	RMC Hours					RMC Totals			Total
	Glenn Hermanson	Leslie Dumas	Chris Van Lienden	Linda Woodrow Gray	Erin _____	Total Hours	Total Labor Costs ⁽¹⁾	ODCs ⁽²⁾	Total Fee
	Principal-In- Charge	Project Manager	Project Engineer	Graphic Artist	Administrator				
	\$235	\$205	\$175	\$125	\$115				
Task 1: Data Collection & Review		4	16			20	\$3,620	\$0	\$3,600
Task 2: Demand Analysis		12	24			36	\$6,660	\$0	\$6,700
Task 3: Water Supply Analysis		8	24			32	\$5,840	\$0	\$5,800
Task 4: Planned & Potential Water Supply Projects		4	12			16	\$2,920	\$0	\$2,900
Task 5: Demand Management Measures/GPCD Targets		12	32			44	\$8,060	\$0	\$8,100
Task 6: Water Shortage Contingency Plan		6	12			18	\$3,330	\$0	\$3,300
Task 7: Plan Preparation and Submittal	4	12	40	6	4	66	\$11,610	\$300	\$11,900
Task 8: Public Outreach	4	12	8	4		28	\$5,300	\$500	\$5,900
Task 9: Project Management and QA/QC	4	15	10		4	33	\$6,225	\$500	\$6,800
Task 10: Non-Potable Water Small Distribution System Feasibility Evaluation (Optional)	12		40			52	\$9,820	\$500	\$10,400
TOTAL	24	85	218	10	8	345	\$63,385	\$1,800	\$65,400

1. The individual hourly rates include salary, overhead, profit, and ordinary expenses. 2011 billing rates are shown. Consultants reserve the right to adjust its hourly rate structure at the beginning of the calendar year for all ongoing contracts. RMC will provide advance notice of any rate changes affecting current contracts. Any adjustments in billing rates shall not increase the overall project cost.
2. Other direct costs (ODCs) include mileage, reprographics, delivery, and other non-labor costs associated with the project, and will be charged actual cost plus 10%.
3. Subconsultants are billed at actual cost plus 10%.



Insurance Requirements for Consultant The Consultant shall take out and maintain during the life of this contract, insurance coverage as listed below. These insurance policies shall protect the Consultant and any subcontractor performing work covered by this contract from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from Consultant's operations under this contract, whether such operations be by Consultant or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amount of such insurance shall be as follows:

1. COMPREHENSIVE GENERAL LIABILITY

\$2,000,000 Ea. Occurrence
\$4,000,000 Aggregate

2. COMPREHENSIVE AUTOMOBILE LIABILITY

Proof of coverage with limits not less than \$1,000,000 combined single limit and naming the CITY, by separate endorsement, as an additional insured.

3. PROFESSIONAL ERRORS AND OMISSIONS

Not less than \$50,000 per Claim./\$?,000,000 Aggregate. Certificate of Insurance only required.

NOTE: Contractor agrees and stipulates that any insurance coverage provided to the City of Lodi shall provide for a claims period following termination of coverage which is at least consistent with the claims period or statutes of limitations found in the California Tort Claims Act (California Government Code Section 810 et seq.).

A copy of the certificate of insurance with the following endorsements shall be furnished to the City:

(a) Additional Named Insured Endorsement

Such insurance as is afforded by this policy shall also apply to the City of Lodi, its elected and appointed Boards, Commissions, Officers, Agents, Employees, and Volunteers as additional named insureds.

(This endorsement shall be on a form furnished to the City and shall be included with Contractor's policies.)

(b) Primary Insurance Endorsement

Such insurance as is afforded by the endorsement for the Additional Insureds shall apply as primary insurance. Any other insurance maintained by the City of Lodi or its officers and employees shall be excess only and not contributing with the insurance afforded by this endorsement.

(c) Severability of Interest Clause

The term "insured" is used severally and not collectively, but the inclusion herein of more than one insured shall not operate to increase the limit of the company's liability.

(d) Notice of Cancellation or Change in Coverage Endorsement

This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

Compensation Insurance The Contractor shall take out and maintain during the life of this contract, Worker's Compensation Insurance for all of Contractor's employees employed at the site of the project and, if any work is sublet, Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. In case any class of employees engaged in hazardous work under this contract at the site of the project is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide insurance for the protection of said employees. This policy may not be canceled nor the coverage reduced by the company without 30 days' prior written notice of such cancellation or reduction in coverage to the Risk Manager, City of Lodi, 221 W. Pine St., Lodi, CA 95240.

RESOLUTION NO. 2010-212

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING CITY MANAGER TO EXECUTE
PROFESSIONAL SERVICES AGREEMENT WITH
RMC WATER AND ENVIRONMENT TO PREPARE 2010
URBAN WATER MANAGEMENT PLAN UPDATE AND
FURTHER APPROPRIATING FUNDS

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WHEREAS, on March 15, 2006, the City Council adopted the 2005 Urban Water Management Plan (UWMP), which was completed by RMC Water and Environment (RMC). State law requires the UWMP be updated every five years; and

WHEREAS, in November 2009, the State enacted SB x7-7, which requires water suppliers to increase efficiency and water conservation. Because of these changes, the State released updated guidelines on October 1, 2010, with the methodologies for calculating these water-reduction targets, and the due date for the submittal of the adopted 2010 UWMP Update was extended to July 1, 2011; and

WHEREAS, staff recommends authorizing the City Manager to execute a Professional Services Agreement with RMC Water and Environment, of Walnut Creek, California, to complete the 2010 UWMP Update, along with a feasibility evaluation of a small non-potable water distribution system for the Century Boulevard area.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby authorize the City Manager to execute a Professional Services Agreement with RMC Water and Environment, of Walnut Creek, California, in the amount of \$65,400, for the preparation of the 2010 Urban Water Management Plan Update; and

BE IT FURTHER RESOLVED that funds in the amount of \$12,000 be appropriated from the Water Fund for this project.

Dated: December 15, 2010

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I hereby certify that Resolution No. 2010-212 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 15, 2010, by the following vote:

AYES: COUNCIL MEMBERS – Hansen, Mounce, Nakanishi, and
Mayor Johnson

NOES: COUNCIL MEMBERS – None

ABSENT: COUNCIL MEMBERS – Katzakian

ABSTAIN: COUNCIL MEMBERS – None


RANDI JOHL
City Clerk